

No. 11850

2516

United States
Circuit Court of Appeals

For the Ninth Circuit.

TIGHE E. WOODS, Housing Expediter, Office of
the Housing Expediter,

Appellant,

vs.

CATHERINE HAYES,

Appellee.

Transcript of Record

Upon Appeal from the District Court of the United States
for the Southern District of California,
Central Division

FILED

APR 13 1948

PAUL R. DUNN

CLERK

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10. 11. 1918

11. 11. 1918

12. 11. 1918

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[Clerk's Note: When deemed likely to be of an important nature, errors or doubtful matters appearing in the original certified record are printed literally in *italic*; and, likewise, cancelled matter appearing in the original certified record is printed and cancelled herein accordingly. When possible, an omission from the text is indicated by printing in *italic* the two words between which the omission seems to occur.]

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NAMES AND ADDRESSES OF ATTORNEYS

For Appellant:

ABE I. LEVY,
STEPHEN D. MONAHAN,
FRANK L. HIRST,
RICHARD G. SOLOF,
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1206 Santee St.,
Los Angeles 15, Calif.

For Appellee:

H. LEONARD RICHARDSON,
4066 S. Central Ave.,
Los Angeles 11, Calif. [1*]

* Page numbering appearing at foot of page of original certified Transcript of Record.

In the District Court of the United States for
the Southern District of California, Central
Division

No. 7015-M

FRANK R. CREEDON, Housing Expediter, Office
of the Housing Expediter,

Plaintiff,

vs.

CATHERINE HAYES, DOE I and DOE II,
Defendants.

COMPLAINT FOR TREBLE DAMAGES AND INJUNCTION

For a First Cause of Action

I.

Plaintiff, as Housing Expediter, Office of the Housing Expediter, brings this action for injunction pursuant to Section 205 (a) to enforce compliance with Section 4 and for treble damages on behalf of the United States of America pursuant to Section 205 (e) of the Emergency Price Control Act of 1942, as amended, USCA Title 50, App. Sec. 901 et seq., hereinafter referred to as "The Act," and the Rent Regulations (10 Fed. Reg. 13528) issued by the Administrator pursuant to Section 2 of the Act.

II.

Jurisdiction of this action is conferred upon this Court by Sections 205 (c) and 205 (e) of the Act.

III.

At all times mentioned herein, there has been and now is in effect a Rent Regulation for Housing issued pursuant to Section 2(b) of the Act for the Los Angeles Defense Rental Area.

IV.

That the defendants, Doe I and Doe II, are the fictitious names of the defendants, whose true names are to this plaintiff unknown, and plaintiff asks that when these true names are discovered this complaint may be amended by inserting such true names in the place and stead of such fictitious names. Wherever the word "defendant" is used in this complaint, it shall include all of the defendants individually and collectively herein sued.

V.

That the defendant is a resident of the City of Los Angeles, County of Los Angeles, State of California, in the Southern District of California, in the Central Division thereof, and within the jurisdiction of this Court.

VI.

During all times herein mentioned defendant has received rent for the use and occupancy of those certain housing accommodations, subject to said Housing Regulation within said Defense Rental Area, known and described as Center Bedroom, 896 East 52nd Pl., Los Angeles 11, California.

VII.

That on and since June 7, 1945, exclusive of the period July 1 to July 25, 1946, inclusive, the defendant has received for the use and occupancy of the housing accommodations hereinbefore described, rents in excess of the maximum rents permitted under the said Rent Regulations and Orders of the Rent Director; that the number and names of tenants and the amount of overcharges are facts peculiarly within the knowledge of said defendant; that plaintiff is unable at this time, to allege with certainty the [3] amount of rents charged in excess of said maximum rent but that plaintiff upon ascertaining the amount or amounts thereof, and the names of said tenants, will ask leave to amend this complaint and set forth the amount or amounts of said overcharges and the tenants from whom said overcharges were received.

VIII.

That every tenant overcharged as above alleged has failed to institute an action pursuant to Section 205(e) of said Act, and more than thirty days have elapsed since the occurrence of the violations.

For a Second Cause of Action

I.

Plaintiff re-alleges and incorporates herein Paragraphs III, IV, V, VI and VII of his first cause of action, as though set out in full herein.

II.

In the judgment of the Housing Expediter, Office of the Housing Expediter, said defendants have engaged in actions and practices in violation of Section 4(a) of the Emergency Price Control Act of 1942, as amended, USCA Title 50, App. Sec. 901 et seq., hereinafter called "The Act," which actions and practices consist of violations of Rent Regulations for Housing (10 Fed. Reg. 13528), issued in accordance with Section 2(b) of "The Act," and therefore, the Housing Expediter brings this action pursuant to the provisions of Section 4(a). Jurisdiction of this action is conferred by Section 205(c) of said Act.

Wherefore, the plaintiff demands:

A. Judgment for the plaintiff to recover of the defendant treble the total amounts received by the defendant from persons as rent for the use and occupancy of the housing accommodations described in the complaint, which were in excess of the maximum rents established by the Act and regulations issued thereunder, and further that;

B. The defendant be ordered and directed to tender to all available tenants as are entitled thereto a refund of all amounts in excess of the maximum rents established by the Act and regulations issued thereunder [4] which were received by the defendant, his agents, employees and attorneys from said persons as rent for the use and occupancy of the housing accom-

modations described in the complaint, since the date maximum rents were established therefor by said regulation, provided that refunds made by the defendant to such persons, in compliance with the directions of the Court for rents received within one year prior to the bringing of this action, shall be deducted from the amount of the judgment prayed for in the preceding Paragraph "A."

C. A preliminary and final injunction enjoining the defendants, their agents, servants, employees, and all persons in active concert or participation with them from directly or indirectly demanding or receiving for accommodations subject to said Rent Regulations for Housing, rents in excess of the maximum rent permitted under said Regulations, as heretofore or hereafter amended or extended, or in excess of the maximum rent permitted by any other Regulation for Housing issued pursuant to the Emergency Price Control Act of 1942, as heretofore or hereafter amended or extended.

AUSTIN CLAPP,
WADIEH S. SHIBLEY,
ABE I. LEVY,
STEPHEN D. MONAHAN,

By /s/ STEPHEN D. MONAHAN,
Attorneys for Plaintiff.

[Endorsed]: Filed May 20, 1947. [5]

[Title of District Court and Cause.]

ANSWER

Now comes Catherine Hayes, defendant above named, and answering plaintiffs complaint on file herein, denies each and all the allegations of Paragraph VII, of the first cause of action and further answering first cause of action alleges that all of the damages complained of and the rents paid for in said action prior to May 20, 1946, are barred by the Statute of Limitations as set forth in the Emergency Price Control Act of 1942 as amended Sections 901 et sequitur.

II.

That the defendant has no information, knowledge or belief upon the subject matter set forth in Paragraph VIII of the said first cause of action, and basing her denial upon such grounds, denies each and all the allegations of Paragraph VIII. [6]

Wherefore, said defendant prays that she be hence dismissed and for her costs of suit.

Answering the second cause of action, denies each and all the allegations of paragraph I thereof as it incorporates therein paragraphs VII of the first cause of action of the plaintiff and denies each and all the allegations of paragraph II of the said second cause of action.

Wherefore, said defendant prays that she be hence dismissed and for her costs of suit.

/s/ H. L. RICHARDSON,

Attorney for Said Defendant.

State of California,
County of Los Angeles—ss.

Catherine Hayes, being by me first duly sworn, deposes and says: That she is Defendant in the foregoing and above-entitled action; that she has read the foregoing Answer and knows the contents thereof; and that the same is true of her own knowledge, except as to the matters which are therein stated upon her information or belief, and as to those matters that she believes it to be true.

Subscribed and Sworn to before me this 2nd day of June, 1947.

/s/ CATHERINE HAYES.

[Seal]

HARRY L. RICHARDSON,

Notary Public in and for Said
County and State.

[Affidavit of Service by Mail Attached.]

[Endorsed]: Filed June 3, 1947.

[Title of District Court and Cause.]

FINDINGS OF FACT AND CONCLUSIONS OF LAW

This cause having come on for trial on the 8th day of November, 1947, in the above-entitled Court, the Honorable Paul J. McCormick, Judge Presiding; Sherman Grancell, Esq., appearing as attorney for the plaintiff, and H. Leonard Richardson, appearing as attorney for the defendant, evidence both oral and documentary having been adduced by the plaintiff and the defendant, and the cause having been submitted, the Court makes the following:

FINDINGS OF FACT

1. That plaintiff, as Housing Expediter, Office of the Housing Expediter, brings this action for injunction pursuant to Section 205(a) to enforce compliance with Section 4 and for treble damages on behalf of the United States of America, pursuant to Section 205(e) of the Emergency Price Control Act of 1942, as amended, USCA Title 50, App. Sec. 901 et seq., hereinafter referred to as "The Act," and the Rent Regulations (10 Fed. Reg. 13528) issued by the Administrator pursuant to Section 2 of the Act. [9]

2. That jurisdiction of this action is conferred upon this Court by Section 205(c) and 205(e) of the Act.

3. That at all times mentioned herein, there has been and now is in effect a Rent Regulation for Housing, issued pursuant to Section 2(b) of the Act for the Los Angeles Defense Rental Area.

4. That the defendant is a resident of the City of Los Angeles, County of Los Angeles, State of California, in the Southern District of California, in the Central Division thereof, and within the jurisdiction of this Court.

5. That during all times herein mentioned defendant has received rent for the use and occupancy of those certain housing accommodations, subject to said Housing Regulation within said Defense Rental Area, known and described as the Center Bedroom, 896 East 52nd Place, Los Angeles 11, California.

6. That from June 7, 1945, to September 7, 1945, the defendant demanded and received from one Curtis Lee Moxley, as rent for the housing accommodations herein involved, the sum of \$15.00 per week, and that from September 7, 1945, to August 28, 1946, exclusive of the period from July 1 to July 25, 1946, inclusive, defendant demanded and received from the said Curtis Lee Moxley the sum of \$12.00 per week as rent for the housing accommodations herein involved; that an order was issued by the Area Rent Director for the Los Angeles Defense Rental Area November 51, 1946, which said order decreased the maximum rent for the said housing accommodations from \$15.00 per week to \$7.50 per week, effective from June 7, 1945; that said order further provided that any rent collected from the effective date of the order, except rent collected for a period not to exceed one month for a term beginning between July 1 and July 25, 1946, inclusive, in excess of the amount provided in the order should be refunded to the tenant within 30 days from the date the order was issued; that the defendant has failed to make a refund of any of the rent collected in excess of the maximum rent provided by said order; that the amount of rent collected by the defendant in excess of the maximum rent provided by said order is the sum of \$450.00; that the rent collected by the defendant in excess of the maximum rent from May 21, 1946, to August 28, 1946, exclusive of the period from July 1 to July 25, 1946, inclusive, is the sum of \$40.50. [10]

7. That the overcharges hereinabove set forth were wilfully made.

8. That the said Curtis Lee Moxley has failed to institute an action pursuant to Section 205(e) of said Act and more than 30 days have elapsed since the occurrence of the violations.

From these findings of fact, the Court now makes the following:

CONCLUSIONS OF LAW

1. That plaintiff's action against defendant for overcharges collected by the defendant prior to May 20, 1946, is barred by the statute of limitations specified in Section 205(e) of the Emergency Price Control Act of 1942, as amended. (USCA Title 50, App. Sec. 901 et. seq.,) (Creedon, etc., vs. Stone, CCA 6, 163 F. 2, 393.)

2. That plaintiff is entitled to judgment against the defendant, requiring the defendant to refund to Curtis Lee Moxley the sum of \$40.50, and for judgment in favor of the plaintiff and against the defendant, in the sum of \$50.00.

Dated: November 18th, 1947.

/s/ PAUL J. McCORMICK,

Judge United States District
Court.

Approved:

ABE I. LEVY,
STEPHEN D. MONAHAN,
FRANK L. HIRST,
SHERMAN GRANCELL,

By /s/ SHERMAN GRANCELL,
Attorneys for Plaintiff.

Approved: /s/ H. LEONARD RICHARDSON,
Attorney for Defendant.

[Endorsed]: Filed Nov. 18, 1947. [11]

In the District Court of the United States for
the Southern District of California, Central
Division

No. 7015—M

TIGHE E. WOODS, Housing Expediter, Office
of the Housing Expediter,

Plaintiff,

vs.

CATHERINE HAYES, DOE I and DOE II,

Defendants.

JUDGMENT

This cause having come on for trial on the 8th day of November, 1947, in the above-entitled Court, the Honorable Paul J. McCormick, Judge Presiding; Sherman Grancell, Esq., appearing as attorney for the plaintiff, and H. Leonard Richardson, Esq., appearing as attorney for the defendant, evidence both oral and documentary having been adduced by the plaintiff and the defendant, and the cause having been submitted,

It Is Hereby Ordered Adjudged and Decreed:

That plaintiff have judgment against the defendant in the sum of \$50.00.

The defendant is further ordered to tender a refund to Curtis Lee Moxley, through the office of the plaintiff in the sum of \$40.50.

Dated at Los Angeles, California, November 18th, 1947.

/s/ PAUL J. McCORMICK,
Judge, United States District
Court. [12]

Approved:

ABE I. LEVY,
STEPHEN D. MONAHAN,
FRANK L. HIRST,
SHERMAN GRANCELL,

By /s/ SHERMAN GRANCELL,
Attorneys for Plaintiff.

Approved:

H. LEONARD RICHARDSON,
Attorney for Defendant.

Judgment entered Nov. 18, 1947, and Docketed
Nov. 18, 1947. C. O. Book 47, Page 57.

EDMUND L. SMITH,
Clerk.

By /s/ E. M. ENSTROM, JR.,
Deputy.

[Endorsed]: Filed Nov. 18, 1947. [13]

[Title of District Court and Cause.]

NOTICE OF APPEAL

Notice is hereby given that Tighe E. Woods, Housing Expediter, Office of the Housing Expediter, plaintiff above named, hereby appeals to the Circuit Court of Appeals for the Ninth Circuit from the final judgment entered in this action on November 18, 1947, and docketed in Civil Order Book 47 at page 57. Said judgment is for plaintiff and against defendant Catherine Hayes in the amount of \$50.00, and in addition said judgment orders defendant Catherine Hayes to tender a refund to Curtis Lee Moxley through the office of the plaintiff in the sum of \$40.50. Plaintiff appeals from: (1) the entire judgment, and (2) from that part of the judgment which denies judgment to the plaintiff pursuant to Section 205(e) of the Emergency Price Control Act of 1942 as amended on account of overcharges of rent received more than one year prior to filing of the suit.

Dated: Los Angeles, California, this 8th day of January, 1948.

ABE I. LEVY,
STEPHEN D. MONAHAN,
FRANK L. HIRST,
RICHARD G. SOLOF,
BENJAMIN CHAPMAN,

By ABE I. LEVY,

Attorneys for Plaintiff and Appellant, Office of
Housing Expediter, 1206 Santee Street, Los
Angeles, California.

Filed January 8, 1948. [14]

[Title of District Court and Cause.]

STATEMENT OF POINTS ON APPEAL

Plaintiff and appellant hereby sets forth the following statement of points on appeal:

1. The Court erred in holding that the statute of limitation provided by Section 205(e) of the Emergency Price Control Act as amended ran from the time that a tenant pays rent to a landlord rather than from the time when the landlord refuses or fails to comply with a retroactive refund order issued by the Area Rent Director, directing the landlord to return overcharges to the tenant.
2. The Court erred in refusing to give full effect to the retroactive rent order of the Area Rent Director and to accept such order in these proceedings as binding in all respects and for all purposes.
3. The Court erred in considering the validity of the order and in setting it aside contrary to Section 204(d) of the Act, which commits the question of validity of orders and regulations solely to the Emergency Court of Appeals.
4. The Court erred in concluding that plaintiff's action against defendant for overcharges collected by the defendant prior to May 20, 1946, is barred by the statute of limitations specified in Section 205(e) of the Act.

5. The Court erred in failing to grant judgment as prayed for in the complaint.

Dated: Los Angeles, California, this 8th day of January, 1948.

ABE I. LEVY,
STEPHEN D. MONAHAN,
FRANK L. HIRST,
RICHARD G. SOLOF,
BENJAMIN CHAPMAN,

By ABE I. LEVY,
Attorneys for Plaintiff and Appellant, Office of the
Housing Expediter, 1206 Santee Street, Los
Angeles, California.

[Affidavit of service by mail attached.]

[Endorsed]: Filed January 8, 1948. [16]

[Title of District Court and Cause.]

DESIGNATION OF RECORD ON APPEAL
AND PRAECIPE

To the Clerk of the Above Court:

You are hereby requested to make a transcript of the entire record to be filed in the United States Circuit Court of Appeals for the Ninth Circuit pursuant to an appeal in the above entitled cause, and to include in such transcript of record the entire record including among other matters the following:

1. The reporter's transcript of the evidence.
2. The complaint.
3. The answer.

4. The findings of fact, conclusions of law and direction to enter judgment.
5. The judgment.
6. All exhibits introduced at the trial. [18]
7. This praecipe and service thereon.

Dated: Los Angeles, California, this 20th day of January, 1948.

ABE I. LEVY,
STEPHEN D. MONAHAN,
FRANK L. HIRST,
RICHARD G. SOLOF,
BENJAMIN CHAPMAN,

By ABE I. LEVY,

Attorneys for Plaintiff and Appellant, Office of the
Housing Expediter, 1206 Santee Street, Los
Angeles, California.

[Affidavit of service by mail attached.]

[Endorsed]: Filed January 20, 1948. [19]

[Title of District Court and Cause.]

ORDER RE EXHIBITS

(Under Federal Rules of Civil Procedure,
Rule 75 (i).)

On motion of Benjamin Chapman, Esq., one of the attorneys for the plaintiff-appellant, it is ordered that in addition to the transcript of record on appeal in this action the Clerk of this Court transmit to the Clerk of the Circuit Court of Appeals for the Ninth Circuit Court the following original papers in this action to be by him safely kept and returned to this Court upon the final

determination of this action in said Circuit Court of Appeals for the Ninth Circuit: Plaintiff's Exhibit No. 1, a registration of rental dwellings and Plaintiff's Exhibit No. 2, receipts signed by Ira Jones.

Dated: Los Angeles, California, this 23rd day of January, 1948.

PAUL J. McCORMICK,
District Judge.

[Endorsed]: Filed January 23, 1948. [21]

[Title of District Court and Cause.]

CERTIFICATE OF CLERK

I, Edmund L. Smith, Clerk of the District Court of the United States for the Southern District of California, do hereby certify that the foregoing pages numbered from 1 to 21, inclusive, contain full, true and correct copies of Complaint for Treble Damages and Injunction; Answer; Findings of Fact and Conclusions of Law; Judgment; Notice of Appeal; Statement of Points on Appeal; Designation of Record on Appeal and Order re Exhibits which, together with copy of reporter's transcript of proceedings on November 8, 1947, and Original Plaintiff's Exhibits 1 and 2, transmitted herewith, constitute the record on appeal to the United States Circuit Court of Appeals for the Ninth Circuit.

Witness my hand and the seal of said District Court this 3rd day of February, A. D. 1948.

[Seal] EDMUND L. SMITH,
Clerk,

By /s/ THEODORE HOCKE,
Chief Deputy.

In the District Court of the United States for the
Southern District of California, Central
Division

No. 7015-M-Civil

TIGHE E. WOODS, Housing Expediter, Office of
the Housing Expediter,

Plaintiff,

vs.

CATHERINE HAYES, Doe I and Doe II,

Defendants.

Honorable Paul J. McCormick, Judge Presiding.

REPORTER'S TRANSCRIPT OF
PROCEEDINGS

Los Angeles, California

Saturday, November 8, 1947

Appearances:

For the Plaintiff: Sherman Grancell, Esq., Office
of Housing Expediter, 1206 Santee Street, Los
Angeles, California.

For the Defendant: H. Leonard Richardson, Esq.,
4066 South Central Avenue, Los Angeles, Cali-
fornia. [1*]

The Clerk: No. 7015-M-Civil, Frank R. Creedon
v. Catherine Hayes, for trial.

Mr. Grancell: Ready for the plaintiff.

Mr. Richardson: Ready for the defendant, your
Honor. We have certain stipulations to expedite
the trial in the matter, which we desire to make.

The Court: Very well. Proceed.

* Page numbering appearing at top of page of Reporter's certified
Transcript of Record.

Mr. Grancell: Your Honor please, first the plaintiff would like to move for the substitution of Tighe E. Woods as plaintiff in this action in the place of Frank R. Creedon. Mr. Woods was appointed Acting Expediter by the President of the United States by an Executive Order published in 12 Federal Register 7265 on November 6, 1947.

The Court: No objection?

Mr. Richardson: No objection, your Honor.

The Court: So ordered.

Mr. Grancell: Now, if your Honor please, certain stipulations have been entered into or will be entered into by the plaintiff and the defendant to expedite the trial of this action.

In the first place, it is stipulated that the housing accommodations involved, consisting of a center bedroom located at 896 East 52nd Place, of which the defendant, [2] Catherine Hayes, was the landlady during the period of time involved, was registered as having a maximum legal rent of \$15 per week from and after June 7, 1945, and that an order was issued by the Area Rent Director, B. C. Koepke, on November 15, 1946, decreasing the maximum rent of said housing accommodations from \$15 per week to \$7.50 per week effective from June 7, 1945. The order further provided that any rent collected from the effective date of this order, separate rent collected, for a period not to exceed one month for the term between July 1 and July 25, 1946, inclusive, in excess of the amount provided in this order should be refunded to the tenant within 30 days from the date the order was issued. That was November 15, 1946.

It is further stipulated that the defendant demanded and received from Curtis Lee Moxley, a tenant, as rent for the housing accommodations here involved from June 7, 1945, to September 7, 1945, the sum of \$15 per week.

The Court: What were those dates?

Mr. Grancell: June 7, 1945, to September 7, 1945, the sum of \$15 per week, constituting a single overcharge above the maximum rent, as fixed by this order, of \$97.50; and, further, that the defendant demanded and received from the same tenant for the period from September 7, 1945, to August 28, 1946, the sum of \$12 per week, and that is excluding the month of July, 1946, the hiatus period, and that the rental [3] overcharge for that period by these figures is the sum of \$352.50, constituting a total single overcharge in the amount of \$450.

It is further stipulated that no moneys have been refunded by the landlady, the defendant, to the said tenant, Curtis Lee Moxley.

It is further stipulated that no separate action has been filed by the tenant, Curtis Lee Moxley, against the defendant herein.

Mr. Richardson: That is correct, your Honor please; so stipulated on behalf of the defendant.

The Court: So understood.

Mr. Grancell: The plaintiff rests.

Mr. Richardson: If your Honor please, I desire to call your attention to the answer that has been filed on behalf of the defendant, in which we plead the statute of limitations as to certain of these rents that were collected in excess of the maximum allowed by the rules and regulations of the Office

of Price Administration, and contend that all of the excess collections prior to May 20, 1947, or, prior to a year prior to May 20, 1947, are barred by the Act itself, which precludes the collection of any penalties or overcharges which have been incurred or which have been collected more than one year prior to the institution of the legal action for the collection of the same. [4]

I would like to put my client on the stand to explain her side of the case.

The Court: Very well.

CATHERINE HAYES JONES

the defendant herein, called as a witness in her own behalf, having been first duly sworn, testified as follows:

The Clerk: Be seated, please, and state your name.

The Witness: Catherine Hayes Jones.

Direct Examination

By Mr. Richardson:

Q. Your name is Catherine Hayes Jones?

A. Yes.

Q. You are the defendant in this action?

A. Sure.

Q. Are you the owner of the property?

The Court: Pardon me a moment, please. The true name of the defendant should be changed, then, in the pleadings. The pleadings recite that the name of the defendant is Catherine Hayes.

(Testimony of Catherine Hayes Jones.)

The Witness: They call me that sometimes. Catherine Hayes Jones.

Q. (By Mr. Richardson): Which is your correct name?

A. Catherine Hayes Jones, being the name I signed. I signed one way sometimes——

The Court: Do you have the title to the property [5] vested in your name?

The Witness: In the same name, I think, Catherine Hayes Jones.

Mr. Richardson: Please let me ask you some questions there.

The Witness: The same name that is on there (indicating).

The Court: What is the name in which the title vests?

The Witness: Catherine Hayes Jones.

The Court: You have given two names, Catherine Hayes, and you have given us the name, Catherine Hayes Jones.

The Witness: There are two names, Catherine Hayes Jones.

The Court: Do you own this property?

The Witness: Buying it.

The Court: Is it your separate property, in your name alone?

The Witness: No, in my son's and mine, Ira Jones.

(Testimony of Catherine Hayes Jones.)

The Court: She says the property is owned jointly by herself and her son, by Ira Jones and herself.

Mr. Grancell: That is correct, your Honor. Her correct name, however, is Catherine Hayes. Her husband died and she assumed the name of a former spouse of the name of Jones.

The Court: So the title is in the name of Catherine Hayes?

Mr. Grancell: Catherine Hayes, yes, your Honor.

The Court: Very well. Then we need not change the name of the defendant.

Q. (By Mr. Richardson): Now, Mrs. Jones or Hayes, as the case may be, you rented this property to Mr. Moxley, did you? A. I did.

Q. When did you rent it to him? On June 7, 1945? A. Yes, that's right.

Q. And what rent did you charge him, or what agreement did you have with him with regard to rent?

A. Well, he brought his crippled wife in there. You know, she couldn't walk, her leg was in a brace, and she couldn't do anything by standing up, and the proposition was if I would let him have that room part of it would go for me waiting on her and doing for her, because he would leave to go to work. And I would even go to the store and scrub the floors, which she was unable to do, and

(Testimony of Catherine Hayes Jones.)

that was the agreement about the \$15 a week, and the \$12. I never stopped working for them until they moved.

Q. What portion of the \$15 was to go for your services and what part for the rent?

A. \$7.50 out of the \$15.

Q. How much time did you put in waiting on this lady?

A. I waited on her plumb until he went away.

Q. How much time did you put in?

A. I was there all day long. She couldn't go to the [7] store, and there was times she would be sick and I would even make her bed. I scrubbed her floor, and I waited on her in general, and part of that was to go for that.

Q. And what about the \$12 a week?

A. The same thing. I kept on working. Six for me and six for the rent.

Q. How did the rent happen to be decreased from \$15?

A. He asked me to decrease it when the war was over. \$15 was what I was charging them, and the very day they declared peace, that is the evening he come in and asked me, and his wife didn't want him to do it because she felt it ought to be that for what I was doing for her.

Mr. Richardson: I have no further questions.

(Testimony of Catherine Hayes Jones.)

Cross-Examination

By Mr. Grancell:

Q. Mrs. Hayes, you stated that you had a conversation with Mr. Moxley at the time of renting the room to him; is that correct?

A. He is the man that rented it. My husband wasn't dead, he was there, and he wanted to have it.

Q. Was anyone else present at the time?

A. Nobody but me.

Q. Your husband, Mr. Moxley, and yourself?

A. Yes.

Q. Now, how did you reach the sum—— [8]

The Court: Your husband, Mr. Moxley?

The Witness: No, Mr. Hayes. He is dead. He died on the 8th of July.

Mr. Grancell: I stated, "Your husband, Mr. Moxley, and yourself."

The Court: I see.

Q. (By Mr. Grancell): How did you reach the sum of \$7.50 as being the rent for the room at that time?

A. That is the way his wife and myself—and I decided. She was just like a baby there in her house, and I just assumed it would go on that way, I was the one that would do the work, and if I was satisfied with it, it could be divided that way. That is right. I know I wasn't charging no \$15 just for the room. They had the whole use of the house, the telephone, and everything, the kitchen, and did cooking.

(Testimony of Catherine Hayes Jones.)

Q. Mrs. Hayes, I show you a document and ask you if you can remember signing that document. Is that your signature there?

A. Yes, that's mine.

Mr. Richardson: That is not her signature. It is Mr. Jones' signature.

The Witness: No, that ain't mine. Let me see it again.

(Handing document to the witness.)

The Witness: No, that is his writing there. [9]

Q. (By Mr. Grancell): That is the signature of Ira Jones, your son? A. Ira Jones, yes.

Mr. Grancell: Do you stipulate that the signature on this registration was signed by Mr. Jones, acting as the agent for Mrs. Hayes.

Mr. Richardson: Yes, that is correct.

Mr. Grancell: We offer this document in evidence as Plaintiff's Exhibit 1.

The Court: So received and marked.

The Clerk: Marked Plaintiff's Exhibit 1 in evidence.

(The document referred to was marked Plaintiff's Exhibit No. 1, and was received in evidence.)

20

GENERAL INSTRUCTION

The landlord is required to register separately each rental dwelling unit, whether occupied or vacant. A dwelling unit is a room or a group of rooms for which a single rent is paid. Complete this Registration Statement in triplicate. (If not typewritten, be sure sufficient pressure is used so that both carbon copies are clear and distinct.)

Remove carbons, and mail or bring the three copies to the Area Rent Office. Use extra sheets, in triplicate, for sections "D" & "E" if necessary.

Maximum Rent Date 3-1-42 Effective Date 11-1-42

**UNITED STATES OF AMERICA
OFFICE OF PRICE ADMINISTRATION
REGISTRATION OF RENTAL DWELLINGS
(TYPE OR PRINT PLAINLY-DO NOT FOLD)
(Do Not Use This Form for Hotels and Rooming Houses)**

Form DD-U

LANDLORD'S COPY

IDENTIFICATION

1. 896 E 52nd Place - L.A.
Address of this rental dwelling unit
2. Center Bedroom
Apartment number or location
3. Number of Rooms in unit being registered 1
4. Total Number of dwelling units in this structure 2

SECTION A. MAILING ADDRESS OF LANDLORD

1. Name of Landlord Jra Jones
2. Name of Agent
3. Address Mail to: ↓

Name Catherine Hayes
Address 896 E. 52nd Pl
City and State Los Angeles 11-Calif

SECTION B. MAILING ADDRESS OF TENANT

Name of Tenant C.L. Moxley
Address 896 E. 52nd Pl
City and State Los Angeles 11-Calif

RECORD REPT OFFICE
AREA RENT OFFICE

SECTION C. MAXIMUM RENT

Read carefully and fill in every item which applies to this dwelling unit.

1. Rent on "Maximum Rent date" \$ _____ per week () per month ()
2. Not rented on "Maximum Rent date" but rented at any time during the two-month period ending on "Maximum Rent date".
Date last rented during that two-month period: _____ 194 5
Rent on that date: \$ _____ per week () per month ()
3. Not rented on "Maximum Rent date" not at any time during the two-month period ending on "Maximum Rent date", but rented after "Maximum Rent date."
Check one box if applicable:

- ☒ (a) Owner occupied or vacant on "Maximum Rent date" and during two-month period ending on "Maximum Rent date".
☐ (b) Newly constructed without priority rating.
☐ (c) Newly constructed with priority rating. (If checked, item 6 must also be filled in.)

Date first rented after "Maximum Rent date." 6-7, 194 5

- Rent on that date: \$ _____ per week (X) per month ()
4. Dwelling unit made available by a change which resulted in an increase or decrease in the number of dwelling units after "Maximum Rent date."
Date first rented after such change: _____, 194 _____
Rent on that date: \$ _____ per week () per month ()

5. Substantially changed after "Maximum Rent date," but before the "effective date." Check one box if applicable:

- ☐ (a) From unfurnished to fully furnished.
☐ (b) From fully furnished to unfurnished.
☐ (c) By a major capital improvement AS DISTINGUISHED FROM ORDINARY REPAIR, REPLACEMENT AND MAINTENANCE.

Date first rented after such change: _____, 194 _____

Rent on that date: \$ _____ per week () per month ()

6. Dwelling unit newly constructed with a priority rating from the United States or any agency thereof.

Rent approved by agency granting priority: \$ _____ per week () per month ()

7. THE MAXIMUM RENT FOR THIS DWELLING UNIT IS:

Enter Maximum Rent in accordance with the following instructions:
→ \$ 15.00 per week (X) per month ()

- (a) If only one of the above items applies to this dwelling unit the Maximum Rent is the rent entered for that item.
(b) If more than one of the above items apply to this dwelling unit the Maximum Rent is the rent reported for the most recent date, except in the case of item 6.
(c) If item 6 applies to this dwelling unit the Maximum Rent is the lower of the rents entered in items 1, 3 or 6.
*Note: If any one of the items 3(b), 4 or 5 applies to this dwelling unit you must also fill in the information required in Section "E." The Rent Director may at any time order a decrease in the Maximum Rent determined under items 3(a), 3(b), 4 or 5, on the grounds that the rent is higher than the rent generally prevailing for comparable housing accommodations on the "Maximum Rent date."

8. Order issued by Rent Director dated _____ established maximum rent is amount of \$ _____ per week () per month ()

Section E. - See Note Section C. 7*

If item 3(b), 4 or 5 of Section C was filled in, set forth in specific detail the type and cost of:

- (a) New construction (c) A change from unfurnished to fully furnished
(b) A change in the number of dwelling units (d) A major capital improvement

SECTION D. EQUIPMENT AND SERVICES.

(Check the equipment and services included in the rent on "Maximum Rent date" or the most recent date you entered in Section C.) (ANSWER "YES" or "NO").

1. EQUIPMENT	YES	NO
Furniture	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Running Water	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Hot Water	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Flush Toilet	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Bathroom	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Central Heating	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Heating Stove	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Refrigerator	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Electricity Installed	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cooking Stove	<input checked="" type="checkbox"/>	<input type="checkbox"/>
If any equipment is shared, explain below:		

Bath + Kitchen

2. SERVICES	YES	NO
Garage	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Heat or Heating Fuel	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cooking Fuel	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cold Water	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Hot Water	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Light	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Ice or Refrigeration	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Janitor Service	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Garbage Disposal	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Painting & Decorating	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Interior Repairs	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Exterior Repairs	<input checked="" type="checkbox"/>	<input type="checkbox"/>

List any other services:
Radio - Phone
Linens - Laundry

Are all equipment and services indicated above now included in the rent? Yes (X) No ()
If "No" you must also file Form D-2.

WARNING

The rent for this dwelling unit on and after the "effective date" can be no more than the Maximum Rent entered in Section C, less any amount changed by order of the Rent Director (see Section C, item 8).

A false statement on this form or an evasion or attempted evasion of the Maximum Rent Regulation may subject you to a \$5,000 fine or imprisonment for one year.

I HEREBY REPRESENT that all statements and entries given herein are true and correct.

(Signature of Landlord or his Agent) Catherine Hayes (Date)



RECEIVED

EDITING Oct 11-1946

11850

AREA FILES Oct 14-1946

REVIEW Oct 15-1946

EXAMINING Oct. 23-1946

Case No. 7015-M

Morris vs. Hays
P. G. S. EXHIBIT 1 (substituted)

Docket No. 24244 Maximum Legal
Rent has been changed from \$15
to \$7.58 per week. Order
dated 11-15-46. Effective from
June 7-1945

Date 11-8-47 No. 1 IDENTIFICATION

Date 11-8-47 No. 1 IN EVIDENCE

Clerk U. S. District Court, Sou. Dist. of Calif. INSTRUCTIONS TO THE LANDLORD

E. M. Enstrom, Jr. Deputy Clerk

When the present tenant vacates this dwelling unit, and it is rented to a new tenant, you must:

- (a) Show this form to the new tenant and have him sign on the first blank line provided below; and
- (b) Fill out Form DD 125 (Report of Change in Tenancy) and send it to the Area Rent Office WITHIN FIVE DAYS after the change in tenancy.

INSTRUCTIONS TO THE NEW TENANTS

If the rental charged is more than the Maximum Rent as stated in Section C, Item 7, or if you are not receiving substantially all of the equipment and services reported as included in the rent in Section D, communicate with the local Area Rent Office.

STATEMENT BY NEW TENANTS

(Read The Reverse Side Carefully Before Signing.)

I, the tenant of this dwelling unit, hereby state that this Registration Statement has been exhibited to me, and that it is stamped in the box in the upper left corner.

Tenant's Signature _____ Date _____, 194__

Tenant's Signature _____ Date _____, 194__

Tenant's Signature _____ Date _____, 194__

Tenant's Signature _____ Date _____, 194__

Tenant's Signature _____ Date _____, 194__

Mr. Grancell: That is the original registration, your Honor. I ask that an order be made that at the conclusion of the case we may withdraw it and substitute a copy.

The Court: So ordered.

Mr. Grancell: No further questions.

Mr. Richardson: Step down, Mrs. Hayes.

Mr. Richardson: Take the stand, Mr. Jones.

IRA JONES

called as a witness by and on behalf of the defendant, having been first duly sworn, was examined and testified as follows: [10]

The Clerk: Be seated, please, and state your name.

The Witness: Ira Jones.

The Clerk: How is that spelled?

The Witness: Ira, I-r-a.

The Clerk: Ira Jones?

The Witness: Yes.

Direct Examination

By Mr. Richardson:

Q. Mr. Jones, are you related to Mrs. Hayes?

A. Yes, I am her son.

Q. Do you know anything about the renting of these premises to Mr. Moxley?

A. Yes, I do, I believe. In fact, I was the one that moved him there.

(Testimony of Ira Jones.)

Q. Were you present at any conversation that took place between Mr. Moxley and Mrs. Hayes?

A. No more than the direct conversation I had with him.

Q. What conversation did you have with him with reference to the renting of the premises, and when did it take place, and where did it take place?

A. I think it was somewhere in June, and I met him, and he asked me if I would move him to my quarters, and so I wanted to know the condition of the place, you know, the transaction. So I talked with him about it, and he told me that his wife was an invalid, and that they would be there a week, and [11] asked me if I would move him and he thought that his wife would agree with the arrangement. Then I asked him, is he going to be here long. "One week," he says. So during that time,—well, I was kind of skeptical because of so many people coming in——

Q. Don't do that. Just tell us exactly what the conversation was. Don't give us your ideas, please. Just give us the conversation as to the arrangement that you had.

A. The arrangement was for mother to see after Mrs. Moxley.

Q. Just tell us what you said to him and what he said to you. Just give us the conversation, as near as you can remember.

(Testimony of Ira Jones.)

A. Well, he wanted to know how much rent we charged. I told him we didn't rent no rooms, I couldn't agree on that. We talked quite a little while, and he said, "Well, will \$15 take care of the whole thing, and your mother see after her?" And I said, "Yes, I think that is reasonable." And from that I moved him on down there, and that was the understanding we had together.

Q. Did you ever have any further conversation with reference to that?

A. No.

Q. He said, "Will your mother see after her?" And did he specify what your mother was to do for her? [12]

A. Yes.

Q. What did he say?

A. He said she couldn't get around, and to clean up around, and to help her get the groceries, because he would be away; and if she is sick, well, he would want her to fix a little dinner for her.

Q. Did your mother cook for them?

A. Yes.

Q. How frequently would she cook for them?

A. I wouldn't know exactly, because I would only be there in the afternoon when I would get off from work, but I am pretty sure when she was sick there that time, she did most of the cooking.

Q. When she was sick, what do you mean?

A. She was in bed, sick.

Q. For how long?

(Testimony of Ira Jones.)

A. I guess about three or four days.

Q. I see. When was that?

A. Well, I think they had been there, I guess, about two months.

Mr. Richardson: I have no further questions.

Cross-Examination

By Mr. Grancell:

Q. Mr. Jones,—— A. Yes. [13]

Q. ——I show you some documents, and ask you if you can identify what those are.

A. Those are receipts.

Q. Is this your signature on these receipts? Would you glance through them and see?

A. That (indicating) is not my receipt. This is mine.

Q. Isn't this your signature?

A. No, that is not my signature.

Q. Do you know whose signature this is?

A. No, I don't. But here is my signature. This is mine.

Q. Just keep them in order, if you can, please.

A. This is the first one. This is my signature here.

Q. Speak louder, please.

A. That is my signature. That is my signature. That is my signature. That is my signature. That is mine. That is my signature.

(Testimony of Ira Jones.)

Q. Would you glance through the rest of them and see if they are all your signature? Just glance through them.

A. Yes, but I want to see for sure. Do you mind if I take them out and I will lay them down, to make sure these are mine? That makes three in all that are not my signature. Those (indicating) are.

Q. Mr. Jones, all of these documents I hold in my right hand bear your signature, do they not?

A. That is correct.

Mr. Grancell: We offer these receipts in evidence as Plaintiff's Exhibit 2.

The Court: So ordered.


The Clerk: Marked Plaintiff's Exhibit 2 in evidence, as a group.

(The documents referred to were marked as Plaintiff's Exhibit 2, and were received in evidence.)

[Example of the several receipts admitted at the trial of the action in the District Court as plaintiff's Exhibit Number 2.]

[Example of the several receipts admitted
at the trial of the action in the District Court
as plaintiff's Exhibit Number 2.]

Case No. 7015-M 11550
Woods Creedon vs. Hayes
Plaintiff's EXHIBIT 2
 Date _____ No. _____ IDENTIFICATION
 Date 11-8-47 No. 2 IN EVIDENCE
 Clerk, U. S. District Court, Sou. Dist. of Calif.
E. M. Enstrom Deputy Clerk

	June 15 1945	
	RECEIVED OF	Mrs. Moyley
	Fifteen 100 DOLLARS	
	RENT OF	896 E-52 PL No.
For Rent of Room		STREET FOR MONTH
ENDING	June 22 1945	
\$ 15 00	By Dra Jones	
RENT MUST BE PAID IN ADVANCE		



(Testimony of Ira Jones.)

Mr. Grancell: No further questions.

Redirect Examination

By Mr. Richardson:

Q. One more question. The property is owned jointly by yourself and your mother; is that right?

A. Well, I paid the down payment, and I helped her pay the note on it, but it is in her name; but I am the real owner of it.

Mr. Richardson: All right. That is all.

The Court: I do not want to look through each of these but do any of them specify anything about this service?

Mr. Grancell: No, your Honor. That is why I introduced them into evidence.

The Court: Mr. Jones, you filed Exhibit 1 with the rent agency, didn't you?

A. Yes, I did, your Honor.

Q. You put down there that the rental value of this [15] place is \$15 per week?

A. Yes, I did, your Honor.

Q. And afterwards, when some question came up some little time afterwards and the Rent Authority reduced the rent to a lower rent, did you have notice of that?

A. Yes, I went down there and explained it to them, but it didn't do any good, your Honor. I told them the conditions he came in under and the services my mother was rendering, and that didn't make any difference at all. That was after he had moved out.

(Testimony of Ira Jones.)

Q. Your mother had changed the rent, then, from \$15 to \$12, hadn't she?

A. I think she had already changed it. I am not sure. I am not exactly sure what date it was, but, anyway, she changed it from \$15 to \$12.

Q. What did she do that for? A. Sir?

Q. What did she do that for?

A. Well, I don't know. He was hurt with his arm there for a long time, and he wasn't working, and his wife wasn't working either, she was sick, and crippled, and he asked her to cut it to \$12, so she did it.

Q. Were there any other rooms in the house rented besides this one room?

A. No, just this one. [16]

Q. How large a place is this?

A. Oh, it is about six rooms, or seven.

Q. Who occupied the rest of the seven rooms?

A. Well, my son and my cousin is over there, and his family.

Q. And did your mother live there?

A. Yes.

Q. Your mother and your son? A. Yes.

Q. And your cousin? A. Yes.

Q. And your cousin's family? A. Yes.

Q. How many were there in the family?

A. Well, it is my cousin, his son and his daughter, and two more people. There is seven people.

(Testimony of Ira Jones.)

Q. Then living in that house of—six rooms, is it?

A. No, it is about seven.

Q. And how many bathrooms?

A. It has got one bathroom.

Q. And how many toilets in it? A. One.

Q. Is that in the bathroom? A. Yes.

Q. That is the only one? [17]

A. That is the only one.

Q. And was the only one there at the time involved here? A. That was the only one.

Q. Did these people all live there in this period while Mr. Moxley was there?

A. No. I think my wife and his son came from Frisco, he was down here for a while, and then went back up to Frisco, he and his wife.

Q. Then all of these folks were not living in the house at the same time during the whole period?

A. No, no; different people.

Q. I suppose they were down here doing some war work?

A. Yes, he was doing defense work.

Q. Now, you went down to the rent agency when they called you down there and sent you a notice that the rent was too high, didn't you?

A. Yes, sir, I did.

Q. Did you present your petition to them?

A. Yes.

Q. And then they reduced the rent to——

A. To \$7.50, but there wasn't anyone in there when they reduced it.

Q. No one was in there, then?

(Testimony of Ira Jones.)

A. No, Mr. Moxley had moved out. That was after he had [18] moved out.

Q. How long had he been gone before the proceeding came up before the Rent Authority to reduce it?

A. I think he had been a month gone.

Q. How did he happen to leave there?

A. Well, I will tell you what happened. My mother was asking them each week when he is going to move, and he says he doesn't know, and after he was there so long, why, he had a fight with his wife and attempted to shoot her, and my mother told him to stop or she would call the police to come down; and then she said she would attempt to have them move, and that made him angry, and he said he was going to fix my mother for that. And that is why he started this.

Q. Did his wife move with him? A. Yes.

Q. They patched up their fight afterwards, did they?

A. Yes, they patched it up after that skirmish.

Q. Was his wife in bed at the time?

A. No. I wasn't there, but my mother said she was down on the floor and that he had a gun turned at her head, and my mother said he looked ready to pull the trigger, and she said she would call the police if he didn't stop that.

Mr. Grancell: I move that the last statement go out as hearsay, as to what his mother told him.

The Court: Yes. That will go out. [19]

The Witness: Thank you.

Mr. Grancell: Your Honor please, I would like to ask that the first and second answer to your Honor's questions be read by the reporter, please. I missed those.

(The record was read.)

Mr. Grancell: Thank you. No further questions.

Mr. Richardson: Step down, Mr. Jones.

(Witness excused.)

Mr. Richardson: The defendant rests, your Honor.

Mr. Grancell: I will call Mr. Curtis Lee Moxley in rebuttal.

CURTIS LEE MOXLEY

called as a witness on behalf of the plaintiff, in rebuttal, having been first duly sworn, testified as follows:

The Clerk: Be seated, please, and state your name.

The Witness: Curtis Lee Moxley.

The Clerk: Is that M-o-x-l-e-y?

The Witness: That's right.

Direct Examination

By Mr. Grancell:

Q. Mr. Moxley, will you please speak loud enough so that everyone here can hear you?

A. Yes, sir.

Q. Did you have a conversation with Mrs. Hayes or Mr. Jones prior to renting the housing accom-

(Testimony of Curtis Lee Moxley.)

modations or room [20] involved herein? Did you have a conversation with them?

A. I told them I wanted a room.

Q. To whom did you talk?

A. I was talking with Mrs. Hayes. I never talked with Mr. Jones until she sent him back out to me.

Q. Now, where did the conversation with Mrs. Hayes take place?

A. We was at 896 $\frac{1}{2}$, over there, at Mr. Howard Johnson's. He had the back house there. That is where I got in conversation with her.

Q. Who was present at the time of this conversation you had with Mrs. Hayes?

A. Mr. Johnson and his wife.

Q. Would you state what was said by Mrs. Hayes and by you, to the best of your recollection?

A. She told me that she had accommodations, but she couldn't let me have it right now, she would let me know in a day or two. That was on Tuesday, and on Wednesday night she sent back out to me, and I went to see her again, and she said, "Yes, my son and me talked it over, and I can let you have it." Then I wanted to know what it was going to be. She said, "It won't be much, but I want a \$15 deposit to prove you take it." So I said, "Well, you don't have an idea what you are going to charge?" She said, "No. We will make it all right when you get in the house." Then after we [21] got in the house——

Q. Just a moment. Was anything said in that

(Testimony of Curtis Lee Moxley.)

conversation that you have told us about as to the care of your wife by Mrs. Hayes?

A. No, sir. No, sir. Nobody cared for her. That is all a mistake.

Q. Then you moved into the house after this first conversation; is that right?

A. That's right.

Q. When did you have your next conversation with Mrs. Hayes?

A. I think about the second or third week-end—well, we didn't understand it was \$15 a week until after—we rented along the first part of the week, and on Friday is when we moved in, and on the next Friday, then she come back and said, "Now, you understand you owe me \$15 a week." And so, you see, my wife was paying her, and I come up and I said, "You must be mistaken."

Mr. Richardson: Just a moment. We object to that upon the ground that is hearsay.

The Court: Yes, sustained.

Q. (By Mr. Grancell): Well, did you have a conversation with Mrs. Hayes as to the amount of the rental per week after that?

A. I let it ride on a while. I was trying to get a place somewhere else, and I couldn't find accommodations. So afterwards I told her it was just entirely too much, and I found out other people were renting so much cheaper, and I just wasn't going to pay it any more.

Q. At any time while you and your wife were occupying that room, did you have any discussion

(Testimony of Curtis Lee Moxley.)

with Mrs. Hayes or Mr. Jones concerning the care of your wife by Mrs. Hayes?

A. No, sir, I did not.

Q. Did Mrs. Hayes render any care to your wife during the period of time that you and your wife occupied that housing accommodation?

A. No, sir.

Mr. Grancell: No further questions.

Cross-Examination

By Mr. Richardson:

Q. You weren't at home all the time, were you, Mr. Moxley? A. I was at night.

Q. Well, in the daytime were you at home?

A. No, I worked out days.

Q. Is your wife crippled?

A. Well, she can't get out of the room, but she can do homework.

Q. What was the nature of her disability?

A. Well, she had a little minor accident, and it veined [23] up her leg, and she is kind of heavy, so I bought her one of these here knee braces.

Q. Do you know whether or not Mrs. Hayes did her housework for her?

A. No, sir, she did not.

Q. And scrubbed her floor for her?

A. No, sir, never did.

Q. Do you know whether or not Mrs. Hayes ran errands for her? A. Did what?

Q. Ran errands for her, to the grocery store and butcher shop?

(Testimony of Curtis Lee Moxley.)

A. That might have been; they might have come up and asked if they could bring her something, they was going down, or something like that.

Q. Well, did your wife go to the butcher shop?

A. Well, once in a while she told me she did, but I taken care of that kind of business myself.

Q. Did she go to the grocery store?

A. She did, occasionally.

Q. You said something about having a conversation with Mr. Jones just prior to the time that you rented the premises. Do you recollect that conversation? A. How was this question?

Q. Will you read it, please? [24]

(The question was read.)

Mr. Grancell: I believe that, your Honor, is a misstatement of the witness' testimony.

The Court: I do not recall that he said that.

Mr. Richardson: I think he started to say something——

The Court: The reporter would have it if he did. You can ask her to look it up for you.

Mr. Richardson: Well, the first question that was propounded to him with reference to having a conversation was with Mrs. Hayes or with Mr. Jones, I believe, and I think he started——

The Court: The reporter will have it if he said it. Look up the record, please, and read it.

Mr. Richardson: The very first question propounded by counsel, please.

(The record was read.)

(Testimony of Curtis Lee Moxley.)

Q. (By Mr. Richardson): When she sent him back out to you, that is the conversation I want.

A. I just told him I needed a room accommodation, and he told me his mother could accommodate me; and, quite naturally, I wanted to get it if it was possible, but I didn't know it was going to be that——

Q. Was that before you entered the premises?

A. Let's see. I think it was.

Q. At that time did Mr. Jones tell you that there would [25] have to be something paid for the accommodation of your wife on account of her inability to perform her household duties? A. No, sir.

Mr. Richardson: No further questions.

Redirect Examination

By Mr. Grancell:

Q. Mr. Moxley, who did the shopping for yourself and your wife, the buying of groceries, and so forth? A. I did.

Q. Who made the bed in that room, or beds?

A. My wife taken care of all that business.

Q. Who scrubbed the floors?

A. My wife; even so much that while we was there, all the housewives had to come back and clean the kitchen on a certain day, and she taken care of that. That is all a mistake about my wife not working, because she is doing it right along.

The Court: Well, you said something about your wife being disabled, something being the matter with her leg. Could she get around?

(Testimony of Curtis Lee Moxley.)

The Witness: She could get around, but so far as running up town, she can't do it because she has got a weak leg. That's all that is the matter with her.

The Court: What were you doing at that time?

The Witness: Well, I worked out of the house, and I [26] done first one thing and then another, and I would bring the groceries in, back and forth. That is a mistake about that. They didn't do that.

Mr. Richardson: No further questions.

Mr. Grancell: That is all.

(Witness excused.)

Mr. Grancell: The plaintiff rests.

Mr. Richardson: The defendant rests, your Honor. [27]

CERTIFICATE

I hereby certify that I am a duly appointed, qualified and acting official court reporter of the United States District Court for the Southern District of California.

I further certify that the foregoing is a true and correct transcript of the proceedings had in the above entitled cause on the date or dates specified therein, and that said transcript is a true and correct transcription of my stenographic notes.

Dated at Los Angeles, California, this day
of A. D., 194 . .

/s/ MARIE G. ZELLNER,
Official Reporter.

[Endorsed]: No. 11850. United States Circuit Court of Appeals for the Ninth Circuit. Tighe E. Woods, Housing Expediter, Office of the Housing Expediter, Appellant, vs. Catherine Hayes, Appellee. Transcript of Record. Upon Appeal from the District Court of the United States for the Southern District of California, Central Division.

Filed February 4, 1948.

/s/ PAUL P. O'BRIEN,

Clerk of the United States Circuit Court of Appeals
for the Ninth Circuit.

United States Circuit Court of Appeals
for the Ninth Circuit

No. 11850

TIGHE E. WOODS, Housing Expediter,
Office of the Housing Expediter,
Plaintiff,

vs.

CATHERINE HAYES, DOE I and DOE II,
Defendants.

ADOPTION OF STATEMENT OF POINTS AS
POINTS ON APPEAL AND DESIGNA-
TION OF TRANSCRIPT TO PRINTING

The Appellant, Tighe E. Woods, Housing Expediter, hereby adopts the statement of points filed by him in the District Court as his points on appeal.

Also, the Appellant hereby designates for printing for the record on appeal the entire transcript certified from the District Court except the original exhibits and as to those the Appellant designates for printing plaintiff's Exhibit Number One in evidence and a single receipt of the several receipts constituting plaintiff's Exhibit Number Two in evidence. Said single receipt shall be any receipt selected by the Clerk of the several receipts constituting the exhibit.

Dated: Los Angeles, California, this 13th day of February, 1948.

ABE I. LEVY,
STEPHEN D. MONAHAN,
FRANK L. HIRST,
RICHARD G. SOLOF,
BENJAMIN CHAPMAN,

By /s/ ABE I. LEVY,

Attorneys for Appellant.

[Endorsed]: Filed February 14, 1948.

